SEW FORK ENGLES TURSDAY, NOVEMBER IN 1867 - TRIPLE EITERY,

THE CORPORATION COUNSEL

Letter from the Citizens' Association to Richard O'Gorman-The Judgments Against the City-How They Were Obtained in De o of Law.

CITIZENS' ASSOCIATION OF NEW YORE, 813 BROADWAY, Nov. 12, 1867.

BIGHARD O'GORMAN, Esq., Counsel to the Cor-poration of the city of New York:— Big.—The Citizens' Association of the city of New York begs leave to call your attention to the following letter, addressed by you to its Committee on Nominations, and also to certain matters connected with your department and the administration of

Our office:

NEW YORK, Nov. 6, 1865.

GENERALMEN—I have received your letter informing me that the Citizens' Association of New York awe nominated me as their candidate for the fines of Corporation Counsel at the coming char

er election.

I am very sensible of the honor thus conferred agen me; for I am well assured that your choice would not have fallen upon me if you were not attefied that my election to this responsible office would subserve the best interests of our noble sity, and that I would be as carnest as yourselves, so defend its rights, assert its honor and protect to finances from adverse influences, from whatwer quarter or in whatever shape they may be assailed.

The office of Corporation Counsel is a purely livit office having no necessary concern with he great political parties or with the great political issues which agitate society. It is an office of honor, indeed, but at the same time of labor, care and responsibility. The lawyer who has the city of New York for his client and endeavors honestly and efficiently to discharge his duties to that client will have his hands full and no easy task.

With these views of the importance of the

With these views of the importance of the effice before you you have tendered me your normalion and pledged me your cordial support; and with these views before me I gratefully and proudly accept your nomination and your promise; and in return I pledge myself to you, if elected to this office, to devote all the strength and energies I possess and to use all the powers the office may afford to aid you in your desire to ensure for the city and its citizens, of whatever party, a future of progress and improvement. I am very truly and respectfully yours.

RICHARD OCCUPAN RICHARD O'GORMAN.

You entered on the duties of your office on Jan mary 1, 1866, about one year and ten months ago. ou are the legal adviser, the "lawyer," of the orporation of New York and the Beard of Superrs, and your duties may be simply summed up

First....To defend the corporation and the county gainst illegal claims.

ond .- To commence suits on behalf of the tty when directed by the Common Council. Third.—To give opinion on the law when di-

As above stated, you have been in office for about twenty-two months, and in that time the city and county have been compelled to pay for the legal services above described the sun of \$152,974. In order that you may understand why your attention is called to the amount which the ofty has paid you, we simply state that in looking for the results of such a vast outlay for lawyers' fees we find that during the twenty-two months you have been in office judgments have been resovered against the city to the amount of \$474.580. The Citizens' Association desires to present the following facts to you in relation to these judgments, in order that you may explain them, if possible.

possible.

It appears from the records of the several sourts that the sum of \$194,004 was recovered turing your term of office by judgment against the sity for advertising the proceedings and notices of the Common Council in certain local papers. This was sum was recovered in open defiance of the law.

aw.

the act of May 4, 1866, the sum of \$30,000 appropriated for such advertising in 1866, and as expressly enacted that no greater sum ld be expended for that purpose, and that the should not be liable on any contract for any ter sum, and that no judgment should be red against the city of New York for any sum uch purpose after said \$30,000 had been exclud.

had been expended.

The sums so appropriated in 1866 and IS67 have been duly expended by the Comptroller in paying for advertising during the two years, and the amount, \$194,000, recovered by judgment as above stated was in excess of such appropriations, and, there is allowed.

erefore, illegal. It is singular that you, the lawyer of the city,

It is singular that you, the lawyer of the city, bound by your oath of office to enforce those provisions of the laws of 1886 and 1867 which had been passed to protect the city, permitted them to be openly violated and defied, and allowed such jadgments to be unlawfully entered.

Most of these judgments are entered in the Superior Court and Court of Common Pleas. In the Superior Court some of such illegal claims were brought in the spring and summer of 1866, and you defended the city successfully against them. The claimants appealed to the general term, and the general term unanimously rejected all such claims, declared the acts above mentioned constitutional and saved the city from attempted plunder.

all such claims, declared the acts above mentioned constitutional and saved the city from attempted plunder.

Be far it was well; but the baffied claimants, thus slut out from the Supreme Court, brought their illegal claims in the Supreme Court and the Court of Common Pleas. Here it is surmised that you again appeared to defend the city, but how you did so will be inquired into further on. These courts gave judgments against the city and allowed these claims in the face of the acts of 1866 and 1867 passed for the protection of the corporation; but you took no appeal from these judgments to the Court of Appeals, although from the decisions of the Supreme Court it was probable that you could have had the decisions of the Supremor and the Common Pleas judges reversed.

The Association leaves it as matter for inquiry why you have neglected the interests of the city. It also deems it interesting to examine the manner in which you defended those illegal claims in the last named courts. It appears from the recordatat the claimants in such suits (where sometimes as much as \$34,000 was involved in a single case) gave no details, statements of the itoms, prices, nor dates of the work for which they demanded judgment.

It also appears that, instead of compelling such

gave no details, statements of the items, prices, for dates of the work for which they demanded judgment.

It also appears that, instead of compelling such statements to be produced and filed or moving the court to have the complaints of such claimants made more definite, you merely interposed an answer setting forth that there was no appropriation to pay the claims. Owing to this want of narticulars, either in your papers or the claimants, the court had no information as to whether the work elleged to be done was done prior to or after the manage of the protective laws we have cited, and therefore could not know that those laws applied to such claims, for it cannot be presumed that these courts would have permitted judgments to be recovered against the city for those portions of the claims that accrued subsequent to the passage of the protective laws.

It also appears that in several of such suits the masswer interposed by you was not even verified, and the claimants, by reason of your neglect, had the right to, and did, by summary motion according to the practice of the courts, demand and obtain judgment in their favor. And the records of the courts now show, the singular spectacle of adjuments for such vast sums as \$35,000, &c., obtained against the city upon a record consisting of a couple of half sheets of paper, wherein not a particular date, nor item, nor specific charge of any kind appears.

The Association also asks for an explanation of the extraordinary neglect of a plain precaution by which it happens that there is nothing now in the records of the courts to prevent the same claims and obtaining a second judgment.

The following are the judgments so obtained for advertising the proceedings of the Common Touncil:

Four judgments of the New York Daily News.

The loaders and the proceedings of the Common advertising the proceedings of the Council:

Four judgments of the New York Daily News... 79,033
One judgment of the New York Sus... 6,830
One judgment of the Metropolitan Record... 1,815
One judgment of the Joannal of Commerce... 2,771
Two judgments of the Joannal of Commerce... 2,771
Two judgments of the Sunday Atlas... 993
One judgment of the Sunday Times... 313
One judgment of the Sunday Times... 313

The Association also asks your attention to the fact that, even if the laws of 1896 and 1867 were disregarded by the Superior Court and Court of Common Pleas, there was and is another law, with which you are bound to be familiar, that constitutes a bar to these claims. The charter of the city requires all work done for or supplies furnished to the city amounting to more than \$250 to be done by contract, and by the Corporation of disances "printing" only is excepted from the operation of the provision. There were no contracts made for this \$194,004 worth of advertising, nor for the stationery.

tracts made for this \$194,004 worth of advertising, nor for the stationery.

The parties commenced suit and obtained judgment, while you failed to lay before the court as a defence, the fact that the charter of the city barred she recovery of all such claims.

The Association also desires an explanation of the following:—

In the spring of this year, just after adjournment of the Lexislature, you addressed a communication to the Comptroller, in which you recommended him to pay all those judgments. You argued at length that, notwithstanding the Lexislature expressly enacted, in the act of April 23, 1867, that no such judgments should be paid, yet, nevertheless, the Comptroller ought to disregard the law and pay out the city money to satisfy the claimants.

Your bills for stationery blank books, u. e. sealing war, ink, pens, paper, onvelopes, suissors, sponces, cups, diaries, flies, inkstands, pendia ke.

Your bills for oosl, wood, labor, clock, soan, looking glasses, screens, porterage, shades, mars, Brussels carpet, matting olicioth, book cases, deska, signs, spittosos, de. drawn on the appropriation for cleaning and supplies.

Your bills for alterations and repairs to the office you occupy, lumber, pisstering, painting, heaters, and for wood, coal, labor, gas fixtures, gas pipes, tables, deska, chairs, bookcases, racks, wardrobes, screans and carpeting, drawn from appropriation for construction of public buildings.

Your bills for the pay of extra lawyers employed by you to defend the city.

Your bills for scontigent expenses of office," for which you give no items.

Your bills for costs paid, referees' lees, copies, Legislative bills, searches, printing points, haw books, reporting surveys, serving subpome, witness fees, sheriff 's fees, clerks' fees, register's fees, blanks and subscription to the Albany drysts.

 Wrapping paper
 \$87.00

 Ink and in sannds
 83.00

 Rubber rings and bands
 69.00

Writing paper, note paper, cap-paper, &c... Flank books, account books, &c... ap r cutters.

edience of the Councilmen was a periodic of the Councilmen was a periodic of the city to appear for Councilmen and try to relieve them I the penalty they had incurred by the penalty they had incurred by the court.

ter and not an official duty, you engaged counsel at the expense of the city to appear for the Councilmen and try to relieve them from the penalty they had incurred by disregarding the mandate of the court. In 1866 Mr. Pullman, a member of the Common Council, in the laudable endeavor to save the city the expense of a contract for lighting this city with gas, which the Common Council were about to make for twenty years at a vast outlay brought an action to restrain the consummation of the wrong. Instead of assisting him in his honest effort you engaged two special councel, at extravagant fees, and paid them out of the city treasury, to try and dissolve the injunction and allow the contract to be made.

In 1866 a suit was commenced by a member of the Common Council to prevent the execution by the Comptroller of a certain lease of premises at 115 and 117 Nasau street, from Fernando Wood for ten years, at an annual rent of \$18,000, the same premises being worth only \$6,000 per year, as certified to by prominent real estate agents in this city. Instead of assisting in this suit, which would have saved the city a vast expense, you interposed a denurrer to the complaint and retained eminent counsel to press it, with the design of checking the action at the outset and preventing, if possible, any similar suit by any honest member of the Common Council who desired to stop the schemes of his colleagues.

In March, 1866, an application was made by a citizen of this county to the Board of Supervisors to allow him to inspect the pepers, records and accounts pertaining to the construction of the new Court House. He could not see them, however, because they were not deposited in the office of the clerk of the Board, as they are required to be by the statutes of this State, but were kept in the private possession of the Court House Court for a mandamns to compol the Supervisors to place such that we have a significant of the Supervisors in answer to this mandamus, as and put the preventing the state of the State directs. Altho

ecution of the law, but that your custom required you to retain and pay an extra lawyer on every pretext.

The Association also directs your attention to the following remerkable fact—That in the last twenty mouths you employed William C. Trull (a partner in the law firm of Develin, Miller and Trull) as counsel on behalf of the city in various suits, and paid him the sum of \$9,775 as fees out of the city treasury. Also that at the same time you employed Mr. Miller and Trull) as counsel on behalf of the city, and paid him \$1,000 fees out of the city treasury. It appears by examination of the court records that at this very time Mr. Trull and Mr. Miller and their firm of Develin, Miller and Trull were busily engaged in sueing the city and recovering judgments against it for advertising claims of the New York Transcript and other claims of other persons, and that they did thus record judgments against the city to the amount of \$102,484.

The question arises whether the facility with which Mossrs, Develin, Miller and Trull recovered judgments for \$102,484 against the city impressed you with such high sense of their ability that you employed two of the firm to defend the city against other claims brought by persons who did not happen to be their climts?

It happens that Mr. Develin, of this same firm, was your immediate predecessor in office and Mr. Trull was his assistant, and that when he was Corporation Counsel the New York Transcript obtained enormous judgments against the city also that immediately after their retirement from the post you now hold they took offices in the same building with your official rooms, and on the same floor, and commenced to sue the city on the claims of the same persons whom they should have defended it against when they were in power; and it is the judgments which they obtained against the city that you urged the Comptroller to pay.

power; and it is the jumper to the Comptained against the city that you urged the Comptroller to pay.

The following is a statement of such judgments against the city:—

Judgment of the New York Transcript (obtained by Develin, Miller & Trull), June 12, 1805, \$32,508

Judgment of A. J. McCool (obtained by Develin, Miller & Trull), October 27, 1805.

Miller & Trull, January 11, 1807.

Miller & Trull, January 11, 1807.

Jadgment of the New York Transcript, obtained by C. E. Miller, April 19, 1807.

21,749

The following is the statement of the fees paid by you to those two lawyers in suits wherein you employed them on behalf of the city:—

William C. Trull, counsel fees is twenty-eight suits.

29,775

C. E. Miller, in one sait.

1,000

But it appears that not content with employing

But it appears that not content with employing extra counsel on so many occasions, and paying them from the city treasury, you finally employed yourself as your own extra assistant, and drew the sum of \$10,000 in that capacity. It appears in the county records that in the present year the case of the taxation of stockholders of city banks was determined in the Supreme Court at Washing-

Total \$25,000

Of this sum \$13,000 goes into your own purse every year, and as much more as you can save in cierk hire. The duties which you are required to perform for this pay are as follows:

"To have charge of and conduct all the law business of the corporation, and of the departments thereof, and all other law business in which the city shall be interested when so ordered by the corporation, and have charge of and conduct the legal proceedings necessary in opening, widening or altering streets, and draw the leases, deeds and other papers connected with the Finance Department..."— (Charter of 1857, section 16.)

"The coursel to the corporation of the city of New York shall be the legal adviser of the Board of Supervisors, and shall receive such compensation for his services as shall be fixed by said Board, not exceeding the sum of \$2,000 per annum."—(Laws of 1857, chapter \$2,000 per annum."—(Laws of 1857, chapter \$2,000 per annum."—(Law of 1857, chapter \$2,000 per annum."—(Law of 1857, chapter \$2,000 per annum."—(Law of the banks by the county, which was finally decided in favor of the latter by the Supreme Court at Washington, you assisted in conducting the proceedings on behalf of the county, as it was your duty to do, and in addition to certifying to a bill of \$20,000 of two able counsel, to the astonishment of the taxpayers you certified to a bill made out by yourself, for yourself, for \$10,000 for legal services in this litigation. The Association submits that this was a wrong perpetrated upon the community.

The city and county give you \$13,000 a year for your duties, charge and take \$10,000 ayear for your duties, charge and take \$10,000 more. The sum of \$142,974 32 was given to you to carry on the law business of the city and county of New York for twenty months, and yet you demand and receive \$10,000 about that kind of law business that the laws which provide for your predecessors in effice made a similar charge for such an extra service.

To this the Association state that the laws which provide for your duties,

functions in a manner totally unlike that of your predecessors, and that you would begin this marked difference by economy of expenditure. But the Association sees, with pain, that you have closely imitated even that one of your predecessors whom it was forced to impeach hefore the Governor of the State of New York in the month of September, 1865.

ber. 1866.

The following are the chief points of that imitation which require explanation:

First—Neglect in refraining from taking appeals to higher courts from doubtful judgments rendered against the city.

Second—Permitting a vast number of judgments to be recorded.

Third—Extravagance in rent and office appointments.

to be recorded.

Third—Extravagance in rent and office appointments.

Fourth—Patronage of friends by retaining them as counsel on behalf of the city on every possible occasion and paying them enormous fees.

Fifth—Resistance to proceedings taken to bring local officials to a proper sense of their duty.

Sixth—Furthering schemes of the local government which were calculated to damage the city and citizens and enrich only the projectors and their friends.

Seventh—Overcharging for the services you performed in violation of the law.

Eighth—Advising against obedience to law a public official of the corporation.

Ninth—Attending upon the Legislature at Albany to enlarge the appropriations for your office and yourself and thus increase the taxes.

The Association now desires to instance the sixth of the imitations enumerated above. To do this it is only necessary to mention those two vast schemes, still fresh in the recollection of an indignant community, called "the widening of Ann street" and "the Church street extension;" both of these measures, which awakened the most intense excitement ever known in our municipal history, and which the Common Council hastened to revoke of its own motion after the unqualited public condemnation they elicited, you endeavored all in your power to carry on and consummate, regardless of the protests of the press and the public. While your fellow citizens were holding indigna ion meetings to concert measures for checking these schemes fraught with so much disaster, you steadily and ingenuously labored to consummate them by every art and power your official position afforded you.

You boldly avowed your determination to push the first of them on, and when the Common Council, alarmed by the public outcry, contemplated its repeal, you went to Albany and songit, by introducing a special law into the scheme more certain.

In the mutter of the "extension of Church in the matter of the "extension of Church in the consummation of the scheme more certain.

introducing a special law into the statute book, to make the consummation of the scheme more certain.

All this requires explanation.

In the matter of the "extension of Church street" you fought step by step with voluntary zeal the citizen's who labored to break up that unjust measure which imposed \$3,000,000 of assessments upon six square miles of property, and which was unequalled in audacity and hardship by any soheme from which the people of the city of New York have suffered; and your last act in relation to it was to propose and defend a bill for the enomeous sum of \$80,000 for a clerical labor of making the report and surveys of the Commissioners of Estimate. Of this bill the Association speaks last. In it appears a charge of \$28,000 for writing out and copying the said report. That report consisted of several thousand duplicate printed forms, in which one or two lines of writing were filled in. The whole of the printing of these lanks could be done for less than \$1,000, and the written filling would be amply paid for by another thousand dollars. For this, however, over \$28,000 was charged.

You defended and supported and pressed this exorbitant charge which the taxpayers were to bear. Your predecessors in office attempted no such wrongs. You have imitated them only to surpass them, and your record to-day shows that in the twenty months you have been in office you have steadily increased the burden of the taxpayers of the city, and have proportionately cost them more than any official that ever held your office.

It is with more than ordinary pain and regret that the Cilizans' Association has been compelled

office.

It is with more than ordinary pain and regret that the Citizens' Association has been compelled in the strict performance of its duties and pledges to this heavily taxed community to present the above summary of your official acts, and asks for such explanation as you are able to offer. Yours respectfully,

Chairman Citizens' Association of New York.

ERICHARD M. HENRY, Secretary.

INTERNAL REVENUE MATTERS.

There was no meeting of the Metropolitan Revenue Board yesterday. Deputy Commissioner Parnell, having been called to Washington on business connected with the department, has not yet returned. Only one seizure was reported—that of ten barrels of whiskey found on pier No. 7 North river, branded "H. P. Morris, Bourbon whiskey. Ell S. Prime, general inspector, Taird district, Md. Nov. 14, 1867." The whiskey was placed trict, Md. Nov. 14, 1867." The whiskey was placed to the control of the property of the control o

Entre, sec. Nov. 14, 1807." The whiskey was United States bonded warehouse, No. 56 Broatwart an investigation as to the payment of fax. Inspector Conatty, connected with Collector Mcs. yesteriay made seisure of twenty three by t tobacco at the establishment of H. Messenge faiden lane, on the ground that it was the provided that it was the provided that it was the provided to the control of the

mid to be his, will also be turned over for legal proceedings.

It was rumored "on the street" yesterday that the Department has decided to abolish the Metropolitan Revenue Board and to revert to the old system of collecting tax. There is no verification of this rumor as yet.

The parties interested in the tax and regulation governing alcohol and distilled spirits propose holding a meeting submering the general trade, viz.—Distillers, rectifiers, alcohol manufacturers, wholesale druggets, manufacturers and dealers, at the Astor House, to consider the evils of the present system of taxation and to choose delegates to attend a national Convention, to be held in Washimston, D. C., on the second Tuesday of December, at which Convention it is expected a large and influential representation of the trade throughout the United States will be present, to determine and unite upon some definite avstem of law satisfactory both to Concress and themselves touching the taxation of spirits and its regulations.

Professor Wm. H. Allen has been inaugurated President of Girard College, Philadelphia.

Joseph Cambraro, a Sicilian has been arrested in New Orleans for the murder of an Italian.

The German of St. Louis have succeeded in obtaining the repeat of the sunday liquor law in that city.

The Tennessee State militia costs the State to date \$152,595 49.

There is enough iron in the blood of forty-two men to make a ploughenare weighing twenty-four pounds.

The taxable property of Memphis is \$25,600,000. The two new wards will make it \$45,000,000.

Fourteen respectable men have been arrested in St. Landry parish, La., for killing a man named John Woods.

The republican Senate just elected in Wisconsin holds over till the session of 1863-0, when a successor to menator Doolittle is to be chosen.

About three hundred freedmen have passed through Augusta, Ga., es reside to Charleston, to inke passage on the ship Golcouda for Liberia.

Several suddents of Washington College, Lynchburg, Va., from Texas and Lousiana, have been called home by the sad intelligence of the death of rotatives or guardians by the yellow fover.

The dead body of Ellen Flynn, who disappeared from Worcester, Mass., on the 6th inst, was found on the 16th, in a ploughed field in the seuthwest part of the city.

A wolf made a descent upon a pigpon in Washington, Iowa, in search of fresh pork, and was himself made food for pork by two old sows, who attacked and soon killed the invader.

Running horse cars on Sunday has been decided to be a work of necessity in Pennsylvania by the Supreme Court of that State. Two of the judges dissented from the decision.

A West Point cades has invented a flexible rammer for the guns in the turnes of a monitor, which will be convenient in any place where there is little room to work a gun.

The following scene is laid in a firm class hotel:—Trayman—I desire to be called at six o'clock. Curnar (with gold chain)—If you will ring the bell at that hour, one of the borys will attend to your case.

Jealousy of a pretty milliner caused two Texans to shoot and stab each other to death the other day. One of them lived three days, and was carefully nursed by the woman he had fought for.

Geo. A. Rawon, who was arrested in Worcester, Mass., for completely in the death of Mrs. Cynthia A. Newton by abortion, had a partial hearing in the police court on Saturday. The case was continued till Tuosday, and Rawson was bailed in \$2,000.

Jacob A. Paxton, charged with an attempt to polson the family of Rev. Matthew Wilson, residing in Rockbridge county, Va., was tried at the last term of the county court, and acquited on the ground of insunity, but was ordered to be cent to a lunatic

NEW ORLEANS FINANCES.

Depreciation of the City Currency-Meeting of Citizens to Devise a Remedy-Appeal to General Hancock-Ben Butler Wanted for a Couple of Weeks.

[From the New Orleans Cressent, Nov. 14.]
About four or her hundred chasens assemmed last evening in Colliseum Hall, on Bienville street, to consider what sees were to be taken to relieve the community from the embarrassment and losses people are suffering in consequence of the depreciation of city money and its flactuations in value. The call for the mesting originated with citizens of German birth, and the great unjurity of those present were of that race. There was, however, a sprinking of other European automaticis and Americans. The people present were all of the intelligent classes and, within the cretent of our observation, consisted almost entirely of persons engaged in business for themesives, who represented in no small decree the wealth and enterprise of the city, as well as its intelligence.

The assemblance was called to order at a few minutes after seven by Mr. Robert Mogel, upon whaten motion Mr. Philip Kramer was called to the chair, No secratary was chosen.

Mr. Kramer, on taking the chair, proceeded to explain

Mr. Kraner, on taking the chalr, proceeded to explain the object for which the meeting were called. The buils issued by the city, he observed, was really worth their face value, for the city was sovers and had sufficient resources to meet its obligations in the course of time. But the fact was that there were four millions and a half of its notes in circulation and thoy were at such a discount as was rulmout to people who received them. He would not say who had canced this depreciation, whether it was merchants, brokers, or the control. What the meeting had to deal with was the fact that the had always been a Union man and was to short had the had always been a Union man and was to short had the had always been a Union man and was to short had the resolution of the time was the Constructed by heing compelled to take for \$5 a bid that would pass for no more than four dollars and a half, to wasted na such reconstruction. (Cross of wno, "wo," "mo," "wno," When Mayor Beath, in his communication to the old Council, and a million and a half of city notes had been issued without authority, those notes could be exchanged for greenback at a small discount of two or three per cent. His letter created and the such as the such construction, the resolution of two or three per cent. His letter created and the such as the such control had been such that the deal of the such and the resons given by General Sheridan for removing the old Council and appointing the prezent one was that the old council had proved themsolves meapable or dismining the prezent one was that the old council had proved themsolves meapable or dismining the wasted that the county of the provise believe we could get good school teachers for fitty or sixty collars a mouth, when they are pall in awantes they have to sell for sixten or zevenicen dollars? Did people believe they could alway failing and hones proliferen at early dollars a mouth to some however, only four and a half or frainty and hones proliferen at eaging down the was the weath of the could co

the meeting.

The venerable Barnard Harmar, who must be fully eighty years of age, spoke after Mr. Mogel, addressing his audience in French for nearly half an hour, decurairely, it is true, but occasionally with such pertuence and force as to challenge the warm applicase of these of his bearers who understood the language in which he

mpoke.

Mr. Mogel's motion for a committee to draft resolutions was being put, when Mr. Davis, of the ciothing firm of Davis & Jackson, proposed an amendment that the committee be instructed to communicate with the Finance Committee of the Common Council to see if they would not do something to improve the value of city noise before appealing to General Hancock.

The amendment was received with beinterous opposition and it was evident had few supporters. Cries came from all quarters, "We want nothing to do with the Council;" &c., &c.

Mr. Davis suggested that General Hancock would not here before the 30th of the month, and no harm would be done in trying the Council.

The suggestion was received with hisses and shouts of "We'll wait for him."

Mr. Mogn.—The resolutions of the meeting will be published. Members of the Council will see them, and if they want us they can find us. (Cheera.)

Mr. Mogel's majion was adopted.

Mr. Storexxx, a member of the Board of Amistant Aldermen of the late Council next spoke. He maintained that the city money was more valuable in resility than greenbacks, for the property of the city was ample ascurity for the redemption of its issues, whereas the letter lately written by Thaddeus Sievens showed that half-way repudiation of greenbacks was already arrived at in the North. Mismanagement and trickery had brought city money to its present condition. This was the work of brokers and the finance committee. It was useless to go to that committee for relief, They were not disposed to give it. No man could get large notes changed at the City Hail unless he was a favorite there. A few could get all they wanted Mr. S. said he saw some brokers at the meeting. They could put what they heard in their pipes and smoke it. The late Council had peased an ordinance providing for the withdrawai and destruction of a millipp of dolars of city notes. If that crimsnoe had been put in force a million of greenbacks would now have been in circulation in their place. Had they present Council done mything? (Cries of "No," "no.") There was speculation to be made in not enforcing that ordinance. The first man to put down city notes was Mayor Heath, with his proclamation (4.4.) his message to the Council, by his declaration that the tens and twenties issued were not legal, a statement that was proved to no untrue. Nobody was to blame for these troubles but the Mayor and his council.

The Gram announced Messrs. Courad Streeder, Robert Mogel, B. T. sturcken, — Davis tof Davis & Jackson) and Hugo Lehmann as the Council first, a noisy and disord

A Voice—We want no such aldermen bere.

The Chara, striking his gavel vigorously, commanded sinence.

Alderman Byapixon then commenced speaking—"I have been listening here to diagrace and scandal cast upon the city and the Council. I didn't want to be an alderman. I was put there by military order."

Charistan (pointedly)—Please state your name.

Alderman Syapizon—My name is Edward Stapleton, sir. I was appointed by General Sheridan, do you hear? If you want more of my pedigree—I'm an Irishman by birth, born in Virginia.

A Voice—Who the divil cares where you were born.

Anornes—No bolitics here, Mr. Stabeldung.

ANOTHES—No bolitics here, Mr. Stabeldung.

ANOTHES—No bolitics here, Mr. Stabeldung.

ANOTHES—What's the price of hats?

With much exertion the Chairman sgain succeeded in restoring order, and Mr. Stapleton continued:—"I'm in a minority in the Council. We live in a country of universal suffrage and universal suffering. (A voice—Builf for stapleton!) For desing an art of kindness I was brought before the Recorder's Court. (Voices—You've out of order; we don't want to hear that.) Well, fellow utitizens, I am an Alderman, but I'll tell you what it it, in the words of the good Book, we have not done many things we should have done. I thuk it time something was done; but I can promise nothing. I and my friends in the Council stand but four assistant weive, my felonder meet me on the street and tell me "you've done a damn nice thing. Our money, when you went into the City Hall, war at three or four par cent discount, now it is fifteen or safeth." I supposs you all think we've ined our prockets with money. I have none, at any rate. Gentlemen; I only got up note because I was insteading for a good while to remarks dis-

gracing and scandalleing the Council. I con't think

The a semblage then adjourned.

THE PETERSEN ABINDONHEST CASE.

The Evidence on the Part of the Defence-

An Alibi Proved-An Important Change in the Aspect of the Case.

The examination of the case of Peterson vs. Peterson for alleged abandonment, adjourned from the 7th inst., was resumed yesterday afternoon before Justice Mansfield in the presence of a large number of personsfriends of complainant and defendant-and on tinued until some time subsequent to the usual hour of adjourn-

the defence cross-examined Rev. Mr. Jumes Duty, who, in his direct, said that Christopher Peterson was the man whom, on the 1st of Nevember, 1837, he had joined in marriage to Catharine Maher; but which declaration he subsequently materially qualified as

follows:- Q. Is there anything in the appearance of the deendant here by which you would positively identify him as the person whom you married to the compronant? A. No; I cannot swear positively-I cannot swear positively that he tooks now as he did then; I do not think or believe that he had any marks upon his an English speaking man; I thought at the time that he was a French Canadian; if my memory serves me, I see

an English speaking man; I thought at the time that he was a French Canadian; if my memore serves me, I see to distinctive mark about the man by which I could recollect man more than I could any oth reash; I will not swear positively that the defended let he man when I married to the complainant; he, the defendant mit the sense other man and not the man I married; he, the man I married, at the time either spoke broken English or French I cannot say whether decendant is the man I married or not.

The whiteess examined yesterday afternoon were John Erickson, of the ago, and Anna Weiternoth, of Brocklyn, When the evidence of these had been taken as below; the case was further adjourned until one of clock next Friday afternoon, when it is the outpose of defendant's counsel, Mr. J. D. Revunnt, is close his side of this very extraordment question of identity.

John Erickson deposed—I live at Chicago, It; rave lived there these last fourteon years; have been absent from Chicago since last Toursday in this cit; I knew Christopher Peterson, the defendant in this chast; recognize him here present; I have known him, anno dune, 1854; he was in Frankfort street, in this city; the is a table by trade; I was born in Norway, Emerce; Peterson is a Norwegian; I knew him in New York from June to September, 1854, which at time I wont to Chicago; I knew him in Chicago two years afterward; he called upon me August, 1856; I never, to my knowledge, aw complainant (Catharine) before; I have seen thousands of people; could not recognize all. Q. How do you prove this date of seeing Peterson in August, 1852. A. I have an account with Peterson from that date (witness produces a current account from August 21, 1856, to June 27, 1853, cavering many datest. Q. Cangus, from any decarment in your possession, give the exact dates of the entries on your book of transactions that you had with him (Poterson), personally, at Chicago, between the 21st of August, 1856, and 27th of June, 1853; Inclusive? A. Yes, Q. What is that document in your presenc

books? A. At Chicago. Q. When was this capy mads? A. Last Thursday; that is the copy! I am testifying to. (Complainant's counsel objected to connact refreshing his memory from copy.) Q. State the date covered by those transactions. A. During the year 1856, first entry, August 21 and 25, Sentember I and 29, November I, 16, 23 and 36; December 3, 4 and 7; during year 1857, January 9, 16 and 23; March 2, 4, 6 and 11; May 13, 15 and 24; June I and 13, July 11 and 16, August 3, 4 and 21; September 14, October 8 and 17, November 12 and 21, December 23 and 29; 1853, January 20, March 27, May 31, June I, 3, 17 and 27. Q. Did you see him on each of these dates named? A. Yes, sir; in my store in Chicago; my store in 123 bouth Clarke street; my business is boot and shoo maker; the transactions referred to on the dates were all in the ordinary course of my business; I saw Petersen very often in Chicago besides the aboves date (in the interim). Q. What is the longest Interval of time belween the dates that you did not see Petersen? A. From two to three days; Petersen lived in Fourth street, Chicago; he had a family, wife and children, while he lived in Fourth street; he lived in State street ill the spring of 1857; he then bought a ficket; I saw the ticket; all his beggare marked for cary of New York; Inaxt zaw him in Now York last spoken of in partnership with another man. Q Were you present at all transactions between between Petersen and your partner? A. I cannot enswer. Q. Were not a number of the transactions referred to by your partner independent of you? A. No, sir. Q. Were you present at all the transactions referred to by your that were had between Peterson and your firm? A. I wax. The first day he entered cur store wax the 19th of August, 1856; I know it Irom an account I had with him two days after; I was present sometimes, and sometimes not, when my partner made the entries referred to in our books; I haw him for the first time in Frankford atreet, New York, in 1854; I saw him many these in his city; I never saw him previous to meeting him in New York; after I loft Now York I next saw him in New York; after I loft Now York I next saw him in New York; after I loft Now York I next saw him in New York; after I loft Now York I next saw him in New York; after I loft Now York I next saw him in New York; after I loft Now York I next saw him in New York; after I loft Now York I next saw him in New York; after I loft Now York I next saw him in New York; after I loft Now York I next saw him in New York; in the boot and shoe busness; that was my business shoe; Peterson was working then as a journeyman; I was never absent from Chicago city from 21st August, 1855, to 27th June, 1837; not for a period of two hours at a time.

Anna Webligemuth, sworn:—I live in Brooklyn, 53 Front street; by occupation a miswite: I knew Christopher Peterson (points him out; I first became acquainted with Petersen in Grand street. New York, in 1858, when I attended on his wife during her conlinement; I made a minute of the case at the time I was a saw that the property of the control of the case at the time I way received the control of the case at the time I way for offered in evidence. Objected to on ground of entry not having been made by herself. This carry was made by Mary Myers, and at my request and the wife offered his wife over the loft April, 1800, t

BANK SWINDLER IN CONNECTIOUT.

[From the New Haven Palladium, Nov. 18.]

That was a consummate swindler who passed the forged check of \$2.200 upon the Second National Bank. The forget check of \$2.200 upon the Second National Bank. The forget special complete counterfeit. Measure Bunnell & Goodyear, brokers, upon whom the check was drawn, can detect but the slightest differences between the handwriting upon the forgers and their own. The forger had an excellent address, soot hansacted the entire swindle with an adroitness, monchainnes and ability which, excreteed legitimately, would procure him a good livelihood, to say the least. His operations were deliberately planned. A number of days since he obtained a check upon Hunnell & Goodyear for \$220, in exchange for \$160 in gold. Then he or an accompition obtained a blank netecting one with lines of the same color of lint as those in the check book of Measure. Bunnell & Goodyear. The forger kept the check he had obtained a counterfeit which he thought would pass experienced eyes. Upon the check for \$220 he had all letters and figures necessary to copy his begus check. The \$230 check was numbered 175. He numbered his bogus one 193, thinking the brokers had lessed about twenty checks since he obtained his. He ghassed within four of the right number. At the bank he requested, with the utmost codiners, payment in large bills. Having received the moreov, he waited out without any apparent hurry. He is now wanted, and it is hoped he may yet receive the punishment nedecrees. He is about five lest six inches high, teck set, with full, clean-shaven hace, dark hat and eyes, and were a dark overcost and a black slik has,